<div align="center">

--NOTICE OF MEETING--

BUDGET WAYS & MEANS COMMITTEE

MONDAY, JUNE 13, 2022

5:30 P.M.

BY VIDEO CONFERENCE

--TENTATIVE AGENDA—

</div>

If you would like to listen to the meeting please call by telephone #312-626-6799. You will have to enter the ID# 856 6199 9700 with a password of 474010. This will allow you to listen to the meeting.

OLD BUSINESS

1. Consideration and approval of minutes from previous meeting.

CITIZENS PARTICIPATION

(Citizens wishing to address the Council or Committee should notify the City in advance, and provide the item they wish to address in written format at least 24 hours prior to the meeting to staff@carthagemo.gov. Residents who do not have internet service may call the Clerk's office at 417-237-7000.)

NEW BUSINESS

1. Consider & discuss a Council Bill authorizing adopting the City of Carthage's Annual Operating and Capital Budget for the year ending June 30, 2023.

2. Consider & discuss a Council Bill authorizing Mayor to execute a contract between the City of Carthage and the Carthage Chamber of Commerce, for Fiscal 2022-2023.

3. Consider & discuss a Council Bill authorizing the Mayor to enter into an agreement with OpenGov for budgeting and financial software for the City of Carthage, MO.

4. Staff Reports.

5. Other Business.

ADJOURNMENT

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OF 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.

POSTED: _____

BY: _____

MEMBERS PRESENT: Alan Snow, Ceri Otero, Ed Barlow and Mark Elliff.

OTHERS PRESENT: Mayor Dan Rife, City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, Parks & Recreation Director Mark Peterson, Police Chief Bill Hawkins, Public Works Director Zeb Carney, Fire Chief Ryan Huntley, City Attorney Nate Dally, Council Members Ed Hardesty and David Armstrong, Chamber of Commerce Director Julie Reams and Vision Carthage Director Abi Almandinger.

Mr. Snow called the meeting to order at 5:30 P.M.

OLD BUSINESS:

1. **Approval of minutes from previous meeting:** Mr. Elliff made a motion to approve the minutes for the May 9 Budget Meeting. Motion carried 4-0.

NEW BUSINESS:

1. **Comments from Mayor Rife.**

   Mayor Rife encouraged the committee members to re-assess agency requests. He stated department heads had been asked not to increase their budgets, and he felt by increasing agency contracts, it was sending the wrong message to the staff. All agency requests were re-assessed. Mr. Elliff moved to revise the Vision Carthage contract back to the previous year funding of $25,600. Motion failed 2-2 with Mr. Elliff and Mr. Snow voting in favor and Mr. Barlow and Ms. Otero voting against. Agency contracts remained as previously approved.

2. **Continue Budget Perfection.**
   Mr. Barlow moved to transfer the available fund balance of the Landfill Closure Fund to the General Fund for the FY 2023 Budget. Motion carried. Ms. Otero moved to transfer from the Capital Improvements Tax Fund to the General Revenue Tax Fund for capital expenditures that meet the requirements of the Capital Improvements Tax for the FY 2023 Budget. Motion carried.

3. **Staff Reports.**

4. **Other Business** None.

ADJOURNMENT: The meeting adjourned at 6:40 P.M. on motion by Mr. Barlow.

Respectfully submitted,
Traci Cox

BUDGET WAYS & MEANS COMMITTEE
MONDAY, JUNE 1, 2022 5:30 P.M.
CITY HALL COUNCIL CHAMBERS

MEMBERS PRESENT: Alan Snow, Ceri Otero, Ed Barlow and Mark Elliff.

OTHERS PRESENT: Mayor Dan Rife, City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, City Clerk Miranda Deal, Parks & Recreation Director Mark Peterson, Police Chief Bill Hawkins, Public Works Director Zeb Carney, Fire Chief Ryan Huntley, Council Member Robin Blair, Chamber of Commerce Director Julie Reams, and John Hacker.

Mr. Snow called the meeting to order at 5:35 P.M.

OLD BUSINESS:
Minutes from previous meeting were not approved due to not being sent out with the agenda. They will be approved at the next meeting.

NEW BUSINESS:

1. **Continue Budget Perfection.**
   The Committee was presented a list of proposed changes to the budget. Mr. Barlow moved to cut the Mobile Command Truck and use those ARPA funds for the PD Vehicle Replacement Project. Motion carried 4-0.

   The agency contracts were re-assessed. Agency contracts from the previous budget year were as follows: Over 60 Center- $23,000 ($21,000 + $2,000 building maintenance); Carthage Humane Society- $36,000; Vision Carthage $25,600. The Chamber of Commerce Contract was also discussed. The number presented was $37,500 which includes the City's dues, and an office space with limited services from the Chamber for the new Tourism Director. The contract will be written and brought back to the Committee to approve.

   Mr. Elliff moved to return agency contracts to previous year's amounts including the proposed Chamber of Commerce contract amount. Motion carried 3-1 with Mr. Elliff, Barlow, and Snow voting in favor and Ms. Otero voting against.

2. **Staff Reports.**
   Mr. Dagnan updated the Committee on his meetings with the Chamber of Commerce regarding the contract. He stated that budget books will be put together and should be ready for the next meeting. He also gave an update on the General Fund balance and touched on plans that need to be worked on in the near future.

   Ms. Cox stated that there is a CD at Guaranty Bank that is maturing on June 3. The bank offered another 6 months at 1.25%, but she will be transferring the money over to MOSIP where it will have an interest rate of 1.95%.

3. **Other Business** None.

ADJOURNMENT: The meeting adjourned at 6:38 P.M. on motion by Mr. Barlow.

Respectfully submitted,
Miranda Deal

COUNCIL BILL NO. __22-31__   ORDINANCE NO. _____

An Ordinance adopting the Annual Operating and Capital Budget of the City of Carthage for the year ending June 30, 2023.

WHEREAS, Article VII of the Charter of the City of Carthage states the budget shall provide a complete financial plan for City funds and activities for the ensuing fiscal year and, except as required by law or the Charter, shall be in such form as the City Administrator deems desirable or the Council may require; and

WHEREAS, the Council has held public hearings on the proposed budget, after appropriate public notice; and

WHEREAS, the budget shall be adopted by the affirmative vote of a majority of the members of the Council; and

WHEREAS, the Council may by ordinance make supplemental appropriations if funds will be available for such expenditures; and

WHEREAS, no payment shall be made or obligation incurred against any allotment or appropriation except in accordance with appropriations duly made and unless there is a sufficient unencumbered balance in such allotment or appropriation and that sufficient funds there from are or will be available to cover the claim or meet the obligation when it becomes due and payable;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The budget of the City of Carthage for Fiscal Year 2022-2023 (year ending June 30, 2023, a copy of which is attached hereto and incorporated herein, is hereby adopted.

SECTION II: All amounts specified in said budget are hereby appropriated for said use.

SECTION III: Adoption of the budget by the City Council constitutes approximations of the expenditures for the fiscal year. To ensure adherence to the adopted budget and its associated goals, a budgetary control system is hereby adopted with the legal level for expenditure control established at the Fund level. Each Department Head is responsible for the budget in their respective departments. In order to enhance the ability to successfully execute the budget, to achieve long-range goals, facilitate achievement of programmatic, financial goals, and promote budgetary compliance, the Level of-Control for administration of the Budget is established at the category level. Within the General Fund, Public Health Fund and the Golf Fund, the Budget Officer is authorized to transfer budgeted amounts between categories and departments within operating funds provided such transfers do not alter total expenditures approved by the City Council for the Fund. Any increase in appropriation at the fund level, whether accomplished through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the City Council. Such amendment shall be provided by formal action of the City Council.

SECTION IV: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

_____

Dan Rife, Mayor

ATTEST:

_____

Miranda Deal, City Clerk

COUNCIL BILL NO. __22-30__   ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a contract with the Carthage Chamber

of Commerce for Services from July 1, 2022 to June 30, 2023 in the amount of $36,163.00, in

the City of Carthage Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,

JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a

Contract for Services with the Carthage Chamber of Commerce for Servies from July 1, 2022 to

June 30, 2023 in the amount of Thirty-Six Thousand One Hundred Sixty-three dollars and

00/100, a copy of which is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and

approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Sponsored by:

AGREEMENT
by and between
THE CITY OF CARTHAGE, MISSOURI
and
THE CARTHAGE CHAMBER OF COMMERCE

This Agreement, made and entered into this _____ day of _____, 2022, is by and between Carthage Chamber of Commerce, ("Chamber"), and the City of Carthage, Missouri ("City").

WITNESSETH:

WHEREAS, the Carthage Chamber of Commerce has undertaken many projects for the benefit of the City of Carthage, its businesses, and its citizens; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of commerce within and surrounding the City, to compensate the Chamber for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and Chamber agree as follows:

I.   **SCOPE OF SERVICES**

The Chamber will provide the following services:

a. $2,500 – This city will be a Presenting Sponsor at the Carthage Chamber of Commerce Annual Banquet. This includes the presentation of the City of Carthage, "Industry of the Year award" and 10 tickets to the Annual Banquet.

b. $400 – Booth Representation at the Annual Biz Expo, may be used for any department the City of Carthage deems necessary, i.e. parks, tourism, etc.

c. $450 – Golf Team Registration to the Annual Golf Scramble. This includes one, four person team.

d. $1,500 – Premier Sponsor Chamber Coffee Series, with the opportunity to host a Chamber Coffee. The city logo will displayed at all Chamber Coffee events.

e. $1,500- The City will be a presenting Sponsor Carthage Emerging Business Leaders & Leadership Carthage.

f. $4,000 – The city will be a Presenting Sponsor Maple Leaf Festival. This includes the city logo present on all signage affiliated with Maple Leaf and the opportunity to have a float in the annual parade.

g.. $2,500 – City of Carthage Relocation Guide, (brochures printed yearly to be distributed to new residents and potential new residents. Available online, and key locations, approx. 4,000 printed) the City logo to appear on all publications.

h. $5,000 – Media outreach, and appearances promoting businesses in Carthage and the City of Carthage, includes, TV, radio, newspaper print and any other media outlets.

i. $4,663 – Administrating business enhancement & enrichment classes for businesses to attend to keep their businesses successful while driving business into their doors. Creation of Chamber Gift Certificates to keep dollars local that supports the local sales tax base. Collaborating with other groups & organizations to promote Carthage and attract visitors while providing value to our current residents. Writing letters of support for business expansions, along with new business prospects to secure funding to invest in Carthage.

j. $1,150 – Successful social medial, website, and other outside media avenues to promote Carthage and the business community, i.e., MAKO, US Chamber, Missouri Chamber, Chamber Institute, and all legislative events both locally, state, and nationally

k. Will provide office Space for the newly hired city tourism director. This agreement for office space includes:
Rent - $750 monthly ($9,000 yr.)
Rent includes access to a private office, a copier, telephone, fax machine, internet, kitchen, restroom, billboard display, use of the conference room, utilities, parking, and janitorial services.
Personnel- $292 monthly ($3,504 yr.), ¼ time use of office assistant who will answer designated tourism phone lines, greet tourism visitors and assist with tourism needs when Tourism Director is unavailable.

II. **TERM AND TIME OF PERFORMANCE**
The term of this Agreement shall be from July 1, 2022 to June 30, 2023.

III. **COMPENSATION AND METHOD OF PAYMENT**

The City hereby agrees to compensate Carthage Chamber of Commerce for the Services as outlined in Section I in twelve (12) equal, monthly installments for a total of $36,163 for FY22-23, payable beginning July 1.

IV. **UPDATES AND REVIEW PROCESS**

Carthage Chamber of Commerce will meet with the City Council quarterly to review the progress of the efforts of Carthage Chamber of Commerce. They will review the scope of work, goals for next quarter, and review any reports Carthage Chamber of Commerce may provide. The City Council may request information or a report at any time. Carthage Chamber of Commerce shall provide the requested information or report within thirty (30) days.

V. REPRESENTATION ON BOARD

Carthage Chamber of Commerce's Board of Directors oversee the operation of Carthage Chamber of Commerce, and the City will possess one non-voting liaison position on the Board.

VI. INDEPENDENT CONTRACTOR

Carthage Chamber of Commerce is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

VII. TERMINATION OF CONTRACT

This Agreement may be terminated at any time by written, mutual agreement of the parties. The City shall have the right to terminate this Agreement in the event that Carthage Chamber of Commerce is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation within thirty (30) working days after receipt of a written Notice of Default, unless a longer time is agreed upon by both parties in writing, In case the default is not cured or remedied within thirty (30) working days or a longer period of time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. In the event of termination, Carthage Chamber of Commerce shall refund to the City a pro-rated portion of the compensation paid pursuant to section III above. The pro-rated amount shall be determined by dividing the annual payment recited in section III by 365, and multiplying this daily amount by the number of days remaining in the year from and after the effective date of termination. Carthage Chamber of Commerce shall refund the pro-rated amount to the City within 30 days of the effective date of termination.

VIII. NOTICE

Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:
>City Administrator
>City of Carthage, Missouri
>326 Grant Street
>Carthage, Missouri 64836

Notice to Carthage Chamber of Commerce shall be addressed to:
>Executive Director
>Carthage Chamber of Commerce
>402 S. Garrison
>Carthage, MO 64836

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF CARTHAGE, MISSOURI

CARTHAGE CHAMBER OF COMMERCE INC.

_____

Dan Rife, Mayor

_____

Elizabeth Simmons, Board President

ATTEST:

ATTEST:

_____

Miranda Deal, *City Clerk*

_____

Secretary

COUNCIL BILL NO. ___22-28___   ORDINANCE NO. _____

An Ordinance authorizing the Mayor to execute an agreement between the City of

Carthage and OpenGov, Inc for Software and Professional Services from July 1, 2022 to June 30,

2027 for $620,000.00 , in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,

JASPER COUNTY, MISSOURI   as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute an

agreement between the City of Carthage and OpenGov, Inc for Software and Professional

Services in the amount of Six-Hundred Twenty Thousand and 00/100 a copy of which

agreement, Order Form, Statement of Work and Billing Table are attached hereto and

incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage

and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

                _____

                MAYOR

ATTEST:

_____

CITY CLERK

Sponsored by: Budget Ways & Means

OPENGOV

OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number:	OG-Q003697	**Prepared By:**	Julian Jackson
Created On:	6/3/2022	**Email:**	Jjackson@opengov.com
Order Form Expiration:	6/30/2022	**Contract Term:**	60 Months
Subscription Start Date:	7/1/2022		
Subscription End Date:	6/30/2027		

Customer Information

Customer:	City of Carthage, MO	**Contact Name:**	Traci Cox
Bill To/Ship To:	326 Grant, 2nd Floor	**Email:**	staff@carthagemo.gov
	Carthage, Missouri 64836	**Phone:**	417-237-7003
	United States		

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Total Amount
ERP Cloud	7/1/2022	6/30/2027	$240,600.00
UKG	7/1/2023	6/30/2027	$134,400.00
		Annual Subscription Total:	See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Description	
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.	$229,500.00
UKG Professional Services		$15,500.00
	Professional Services Total:	$245,000.00

Billing Table:

Billing Date	Amount Due	
July 1, 2022	$620,000.00	*(Annual Software Fee + Professional Services + UKG Billed Upfront)*
July 1, 2027	$86,025.00	*(Optional 1 Year Renewal)*

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at https://opengov.com/terms-of-service and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Carthage, MO	**OpenGov, Inc.**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

OPENGOV

Statement of Work

City of Carthage, MO

Created by: Adam J. Weems
Creation Date: 05/23/2022
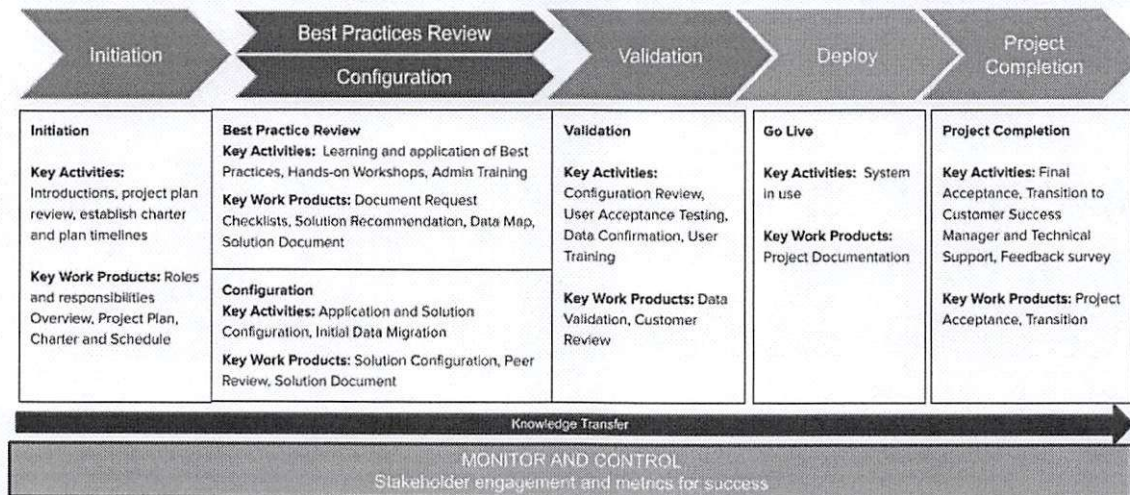Document Number: DD-02526
Version Number: 2

1. Overview

1.1. Preamble

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Carthage, MO ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer's use of the Professional Services are governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- openGov will be deployed as is, Customer has access to all functionality available in the current release.

OpenGov Implementation Methodology

Initiation	Best Practices Review / Configuration	Validation	Deploy	Project Completion

Initiation	Best Practice Review	Validation	Go Live	Project Completion
Key Activities: Introductions, project plan review, establish charter and plan timelines	**Key Activities:** Learning and application of Best Practices, Hands-on Workshops, Admin Training	**Key Activities:** Configuration Review, User Acceptance Testing, Data Confirmation, User Training	**Key Activities:** System in use	**Key Activities:** Final Acceptance, Transition to Customer Success Manager and Technical Support, Feedback survey
Key Work Products: Roles and responsibilities Overview, Project Plan, Charter and Schedule	**Key Work Products:** Document Request Checklists, Solution Recommendation, Data Map, Solution Document	**Key Work Products:** Data Validation, Customer Review	**Key Work Products:** Project Documentation	**Key Work Products:** Project Acceptance, Transition
	Configuration **Key Activities:** Application and Solution Configuration, Initial Data Migration **Key Work Products:** Solution Configuration, Peer Review, Solution Document			

Knowledge Transfer

MONITOR AND CONTROL
Stakeholder engagement and metrics for success

2. Methodology

OpenGov's deployment methodology, often referred to as the OpenGov Way ("OG Way"), delivers on OpenGov's mission to power more effective and accountable governments. 'It is an innovative, modern, and iterative approach that leads our customers to successfully deploy our products and help them successfully achieve their vision. The OG Way differentiates itself in the market by its foundation of customer empowerment. We rely on our years of experience working with governments, leading in governments, and leveraging best practices from the public and private sector in order to coach our customers through the change management needed to leverage our best practices and quality software. This methodology requires a degree of focus and engagement to ensure collaboration between both parties to produce the desired results in a timely manner. We look forward to our partnership and can't wait to show you how The OG Way will improve the way you do business and the services you're able to provide to your citizens!

Project Initiation

During project initiation, we will introduce project resources, review the products and services purchased, finalize project timelines, and conduct the kickoff meeting. Both OpenGov and Customer are responsible for assigning their Project Managers for the project. We will hold a planning meeting to review all project documents OpenGov has received to date. We'll also provide additional worksheets that need to be included. We'll set-up meetings to finalize the project plan and ensure there is a centralized location for

these documents to be stored for collaboration. Lastly, we'll determine the date for the larger kickoff meeting and discuss the agenda for this critical meeting.

Best Practice Review

- OpenGov will provide your team with access to OG University and OpenGov's Resource Center so that you can start learning.
- Provided checklists with samples of data and information that we'll need completed. We will obtain all data and integration information at this time in our standard format.
- We will review your agency-specific documents to validate your business requirements.
- We will then coach you on our best practices by showing you how our tool works in the most effective manner.
- Based on our best practices review, we'll make solution recommendations based on our domain expertise.
- We'll align with your team based on our understanding of your operating processes based on technical requirements and product functionality.
- We'll review all data and integration requirements. A data map will be mutually agreed upon and signed off on by Customer.
- We'll present a solution document to be mutually agreed upon prior to starting the configuration.

Configuration

- We will set-up the base configuration based on the mutually agreed upon solution document.
- We will mutually configure the use cases based on the mutually agreed upon solution document.
- We will migrate your data based on our mutually agreed upon data map.

Validation

- Review the completed work performed during configuration.
- The appropriate members of the Customer project team will confirm that the solution has been configured correctly based on the solution and data mapping documents by testing the use of the solution.
- Training will be provided based on the selected package, or as set forth herein.
- Any items that were configured or migrated incorrectly based on the data map and solution document will be tracked via an issue log. We will work with your team to identify deployment critical issues that will be worked out prior to launch. If the item is not included in the mutually agreed upon data map and solution document, a

mutually agreed upon change order will be discussed as defined in Section 10 Change Management of this SOW.

- The exit criteria for this phase is the sign off by the Customer's Project Manager of the configuration based on the mutually agreed upon solution and data map as defined in Section 9 Acceptance of this SOW.

Deploy

- The solution is usable by Customer.

Project Completion

- Customer is sent a project acceptance form to sign as defined in Section 9 Acceptance of this SOW.
- Customer will be asked to respond to a brief survey to provide feedback about the experience.
- Customer is introduced to Customer Support and educated on how to engage with customer support based on Customer's procured package.

3. Project Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

4. Roles and Responsibilities
4.1. Roles and Responsibilities Matrix

OpenGov	
Role	**Role Description**
Executive Sponsor ("ES")	Responsible for ensuring alignment on project value proposition and vision. Escalation point for Customer Executive Sponsor to mitigate any risks that the project team cannot resolve. Executive

	Sponsor attends monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.
Project Manager ("PM")	Responsible for the delivery of the professional services based upon the agreed upon contract and SOW within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks toward project completion. Holds executive steering committee meetings and/or quarterly business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support.
Analyst ("IA")	Responsible for helping Customer configure OpenGov's product suites as assigned. The Analyst is the primary consultant, guiding Customer through configuration working sessions to put together successful workflows.
Subject Matter Expert ("SME")	OpenGov Subject Matter Experts ("SMEs") will engage in strategy, design, and execution discussions internally and with Customer during the deployment. The SME has a specific area of expertise, and depending on the scope of the project more than one SME may engage. The SME will not be on all working sessions, but will be involved per the direction of the OpenGov Project Manager.
Integration Engineer ("IE")	Responsible for migrations, conversions, and integrations as assigned. Responsible for providing clear direction on specifications to ensure proper delivery of migration, conversions, and integrations. Clear data mapping and data validation to be provided with customer sign-offs obtained by the OpenGov Project Manager.
Account Executive ("AE")	The Account Executive is responsible for the sales cycle. Aligning on program vision, value proposition, and contract terms. The Account Executive will facilitate project kickoff along with the OpenGov Project Manager. The Account Executive will be engaged with the customer throughout their journey with OpenGov, post-deployment and beyond.
Customer Manager ("CM")	The Customer Manager ("CM") is the primary customer relationship holder post-Deploy. The "Air Traffic Controller" or "Quarterback" of OpenGov resources with focus on long term success of Customer's partnership with OpenGov. The CM will engage with Customer to discuss adoption strategy and conduct periodic reviews to ensure Customer's key stakeholders

understand all OpenGov offerings and how they align to key Customer priorities. The CM will be introduced at deployment kick-off, but will not be an active participant in deployment working sessions. As the deployment approaches closure, the CM's engagement will ramp-up, and the OpenGov Project Manager to CM meeting with Customer will occur prior to Project Completion.

Customer

Role	Role Description
Budget Owner ("BO")	The Customer Budget Owner commits the funds to the project deployment, assesses the value to the cost (ROI), and approves changes orders. In some cases, the Budget Owner and Executive Sponsor are the same person.
Executive Sponsor ("ES")	Responsible for ensuring Customer team is aligned to core project value proposition and goals. Able to intervene if the project goes off track, and has ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.
Project Manager ("PM")	Serves as the primary contact for OpenGov Project Initiation, Best Practice Review, Configuration, Validation, Deploy, Project Completion. Coordinates meetings and schedules. Controls communication between the Customer and OpenGov project teams.
Project Lead ("PL")	Is an internal SME in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing configurations. Primary OpenGov counterpart will be the Analyst.
Data and SystemsLead ("DSL")	Responsible for mapping out data infrastructure and validating migration, conversion, integration requirements. Someone who is able to connect OpenGov team with any of Customer's third-party data sources and vendors as needed to fulfill SOW requirements.

5. Governance

Project Governance provides the foundation and framework to manage deployments by assessing progress and addressing questions and challenges during the course of deployment. OpenGov follows three guiding principles for governance to maximize the deployment value with our customers:

- **Regular communication** aligned to the agreed upon project plan and timing will occur. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, as we can only address items when known.
- **Executive involvement** is expected from both OpenGov and Customer. Not only may Executives be called upon to clarify expectations and/or confusion, but also to steer strategic items to maximize the value through the deployment.
- **Commitment to the direction** outlined in this SOW and critical assessment change orders to ensure they drive value.

5.1. Regular Communication Components

Meeting		Frequency	Purpose	Participants	
				OpenGov	**Customer**
Quarterly Management Review ("QMR")	Engagement Review	Quarterly	Overview of Program Status, Value Realization, trends, savings reports, program improvement, technology, and discuss program adjustments	PM, ES, others as necessary	PM, PL, ES, others as necessary
	Statement Committee	Bi-Annually	Review of milestones per commercial agreement, review budget and fiscal matters. Discuss strategic	PM, ES, AE, CM	PM, BO. ES

			direction from deployment, alignment of OpenGov with Customer's 3-year roadmap, evaluate potential shift in strategy and impact to relationship		
Executive Sponsor Meeting	Monthly / Bi-Monthly	Discuss deployment: - Strategic impacts: timing, scope, process - Value prop changes, confusion - Project specific: items that need guidance, support and/or clarity	PM, ES, plus others as necessary	PM, ES, plus others as necessary
Weekly Deployment Updates	Weekly	Summary of project actions against project plan. Risks and achievements highlighted in addition to asks of leadership.	Project Team + ES(s)	Project Team + ES(s)

5.2. Commitment to Project Direction and Goals

This SOW is the direction agreed upon by Customer and OpenGov. Transparency of the plan is paramount for our Customers to attain the value the SOW or any subsequent change order outlines.

Should direction of the deployment become disconnected, OpenGov and Customer Project Managers will outline the gaps as they understand them and communicate the gaps to their respective Executive Sponsor(s) (or Project Teams) for discussion and resolution.

The communication path for this engagement will be outlined in the kick off meeting, documenting both phone numbers and email. The general path is:

OpenGov Project Manager → Professional Services Sr. Manager / SVP → Executive Sponsor

6. Escalation Process

The purpose of this section is to define the escalation process, should it be needed, to support closing issues that are raised, discussed to move forward with the deployment. OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation.

6.1. Process

- Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
- Customer or OpenGov Project Manager summarizes the problem statement and impasse.
- Customer and OpenGov Project Managers will outline solution, acceptance or schedule Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.
- Resolution will be documented and signed off following Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.

6.2. Escalation Requirements

- OpenGov and Customer Project Managers will summarize the impasse and recommendation to present at scheduled or ad hoc executive meetings. Unless otherwise noted in this SOW, Customer Project Manager can approve how hours are used, but not where funding is required.
- Executive Sponsors attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.
- Steering Committees, where applicable, will be the arbitrator to direction and issue closure. Unless otherwise noted in this SOW, the Customer Executive Sponsor must approve change orders that result in additional cost.
- Customer or OpenGov Subject Matter Experts may be requested to provide input to the issue and assist in closure. Both Customer and OpenGov will make best effort to enable those Subject Matter Experts to be available and participate.

6.3.   Documentation

- Issue Escalation: Problem Statement with clear impact to the deployment and/or engagement.
- Acceptance Document: Which will include any change order(s) or other process adjustments required and summary of the resolution.
- Notes from Project Meetings, Executive Reviews, and Steering Committee meetings, as appropriate.

7.   General Project Commitments

OpenGov is excited to work with Customer on the implementation of our OpenGov ERP Cloud. In order to ensure we are able to meet the project timeline and ensure Customer is successful in this implementation, OpenGov asks that Customer abide by the General Assumptions detailed in this SOW.

- This SOW is limited to the Implementation of the OpenGov Cloud as defined in the Project Scope. Any additional services or support will be considered out of scope.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts, and other key parties whose roles are defined in Section 4.1, necessary to the successful implementation of the OpenGov ERP Cloud as defined in this SOW.
- Customer is responsible for internal change management associated with the purchase of new software.
- Response Protocol
  - OpenGov and Customer commit to responding to inquiries, updates, or any other project-related matters in no more than 10 business days throughout the course of this project. If Customer is delayed in its response, Customer acknowledges that: a) the delay may impact the project schedule; and b) any fees for Professional Services due to OpenGov after such delay shall become due and OpenGov may invoice Customer for such prepayment.
  - As set forth in Section 6.1(e) of the Agreement, if extended delays in Customer responsiveness are encountered, OpenGov may opt to put the project into an "On Hold" status, which includes causing OpenGov to stop or cause to be stopped the Professional Services to be provided to the Customer, until the Customer has fulfilled its obligations set forth in the On Hold Notice as described in the Agreement.

- o The Professional Services will be provided during regular business hours (8am to 6pm Central Time) Monday through Friday (holidays excluded).
- SOW Expiration:
  - o This SOW is valid for up to 90 days from the Creation Date, or as agreed to in writing by OpenGov and Customer.

8. Project Scope

8.1. General

Description	OpenGov Responsibilities	Customer Responsibilities
Project Plan	OpenGov will deliver a project plan outlining milestones, deliverables and the timeframes in which they will be completed.	Customer to confirm resources and commitment to meet the proposed date. In conjunction with OpenGov Project Manager, review and sign off on the proposed plan.
Document Discovery	Review information and confirm sample data received from Customer Provide list of documents and data necessary for the project. (Additional information available)	Based on the project requirements, the Customer will supply documents and data requested by OpenGov
Solution Blueprint	OpenGov will: • Catalog legacy systems • Present the solution blueprint to be mutually agreed upon prior to beginning configuration.	Sign off on Solution Blueprint

8.2. Financial Suite

8.2.1. Chart of Accounts

Description	OpenGov Responsibilities	Customer Responsibilities
Chart of Accounts Configuration	Based on the OpenGov technical requirements for the Chart of Accounts in the system, OpenGov will: • Create a Proof of Concept for the Chart of Accounts	Customer will: • Provide current Chart of Accounts (CSV or Excel format) • Validate and provide written

	Gain Sign Off from Customer on Proof of Concept • Build Chart of Accounts in OpenGov	acceptance Proof of Concept for Chart of Accounts
Validate COA	Present Chart of Accounts in OpenGov Financials	Customer will: • Validate Chart of Accounts in OpenGov Financials
Sign Off COA	Send COA Sign off Form	Sign off on format in OGF

8.2.2.   Configuration of Core Financials

Description	OpenGov Responsibilities	Customer Responsibilities
Core Financials Data Migrations	OpenGov will: • Create an SFTP site for data transfer purposes • Upload the following data to Reporting and Transparency Platform ○ 3 - 5 years of transaction detail into the Reporting & Transparency platform in a non-COA linked grid report. (Based on the number of years Customer uses for budgeting) • Upload the following data into OpenGov Financials Suite: ○ Current Fiscal YTD Data (Detailed Transactions) ○ Vendor List ○ Current Year Budget ○ POs, Open Invoices, Uncleared Checks, Calendar YTD 1099's (if applicable)	Customer will: • Provide copy of Database/files • Provide specified reports • Upload data to SFTP • Review Master Data
General Ledger	After initial data load, schedule configuration working session for: • Data Review • Improved Procedural Processes • Build recurring templates (if applicable)	Customer will: • Attend scheduled working sessions • Validate Data • Validate Reports • Validate Module Configuration

	• Validate Reporting • Review configuration with Customer	
Procure to Pay	OpenGov will schedule no less than 3 working session to work with Customer to set up: • Banks • ACH • Positive Pay • Check format and printers • Current year budget • Vendors • 1099 Processing • Misc Vendors • Purchase controls • Encumbrances/Requisitions • Departmental purchasing • Approval routing • Approval limits	Customer will: • Attend scheduled working sessions • Test ACH files • Print Test Check • Order new equipment (as needed) • Test Positive Pay file
Cash Receipts	OpenGov will schedule working session to work with Customer to set up: • Cash Receipt types • Receipts format and printers • Journal entry controls • Credit card processing interfaces/processors (as defined in presales process) • Utility Billing batches • Collection agencies	Customer will: • Attend scheduled working sessions • Validate processes
Reporting	OpenGov will configure two base financial reports in OpenGov Financials: • Budget Report • Revenue & Expense OpenGov will provide access to standard inapplication reports. • *Note: Inapplication reports are not customizable* OpenGov will train Customer on: • Import and Export Data into the system • How to build Reports and Dashboards in the Reporting and Transparency Platform.	Customer will: • Attend scheduled working sessions • Validate reports

	• Using Saved Views and Masks. After Core Financials Go-Live, OpenGov will configure 2 standard datasets: • GL • AP	
Core Financial Solution Working Sessions	Per the agreed upon Project Plan, OpenGov will schedule weekly working session with Customer's system Administrators to: • Review Configurations • Provide insight and training on system functionality • Gain feedback and answer questions regarding configured system functionality	

8.2.3. Configuration of Extended Financials

Description	OpenGov Responsibilities	Customer Responsibilities
Purchase Card	OpenGov will schedule working session to work with Customer to set up: • Bank interface (for downloading and uploading statements) • Purchase card users • Journal entry OpenGov will train Customer on functionality of Purchase Cards Module	Customer will: • Attend scheduled working sessions and trainings. • Validate processes
Bank Reconciliation	OpenGov will schedule working session to work with Customer to set up: • Bank interfaces (for downloading and uploading statements) • Unmatched items process OpenGov will train Customer on functionality of Bank Reconciliation Module	Customer will: • Attend scheduled working sessions and trainings. • Validate processes
Fixed Assets	OpenGov will schedule working	Customer will:

	session to work with Customer to set up: • Asset groups • Fleet groups • Useful life and Depreciation Method OpenGov will train Customer on functionality of Fixed Asset Modules	• Attend scheduled working sessions and trainings. • Validate processes
Accounts Receivable	OpenGov will schedule working session to work with Customer to set up: • Recurring and Miscellaneous Customer • Invoice formats • Billing Cycles OpenGov will train Customer on functionality of Accounts Receivable Modules	Customer will: • Attend scheduled working sessions and trainings. • Validate processes
Extended Financial Solution Working Sessions	Per the agreed upon Project Plan, OpenGov will schedule weekly working session with Customer's system Administrators to: • Review Configurations • Provide insight and training on system functionality • Gain feedback and answer questions regarding configured system functionality	
Budgeting & Planning Rebuild	OpenGov will work with Customer on updating their existing Budgeting & Planning platform: • OpenGov will upload new Chart of Accounts into Budgeting & Planning Platform • OpenGov will update standard financial reports • OpenGov will build a new Operating budget instance referencing the new Chart of Accounts • OpenGov will update budget reports based the new budget OpenGov will work with Customer on updating their existing Online Budget	

| | Book Reports:
• Rebuilding the 2 Online Budget Book Reports and Report views based on New Fincials COA
• Training customer how to update report tables in Year 2 Budget Book. | |

8.2.4. Interfaces and Security

Description	OpenGov Responsibilities	Customer Responsibilities
Interfaces	OpenGov will work with Customer to assess Interface requirements. *Further discovery may be required to establish Customer's needs and could result in additional hours added to the project.*	Provide data exports and file formats required for interfaces. • Format change in source file may be required if format does not fit OG requirements. • Purchase and setup new equipment as applicable.
Security	OpenGov will: Schedule security session after Master Data Load. Set up authentication: • Users and Group (may or may not include SSO) Set up Authorization: • Module/application access controls • COA based • Separation of duties Evaluate and configure Security controls and log in requirements with assistance from Customer.	Customer will: Attend scheduled working sessions and trainings. Complete security user documentation Provide user list

8.3. Budgeting and Planning Suite

Description	OpenGov Responsibilities	Customer Responsibilities
Chart of Accounts Configuration	Based on the OpenGov technical requirements for the Chart of Accounts in the system, OpenGov will: • Create a Proof of Concept for the Chart of Accounts • Gain Sign Off from Customer	Customer will: • Provide current Chart of Accounts (CSV or Excel format) • Validate and provide written acceptance Proof of Concept for Chart of Accounts

	OpenGov will:	
	on Proof of Concept • Build Chart of Accounts in OpenGov	
Operating Budget Configuration	OpenGov will: Configure and upload Customer's base budget files into OpenGov budget instances. OpenGov will configure: • 2 Proofs of Concept • 1 Final Budget instance • Proposals and worksheets for each department included in the base budget file and based on the agreed upon structure The OpenGov Project Manager will confirm with Customer's Budget Owner that all budget proposals are configured properly based on the agreed upon format.	Customer will: • Provide current budget in the format of .csv or .xlsx • Validate Proof of Concept prior to OpenGov building out proposals and worksheets Customer's Budget Owner will confirm with the OpenGov Project Manager and Analyst that all budget proposals are configured properly based on the agreed upon format.
Workforce Planning Configuration	OpenGov will provide: • 4 standard cost elements • Training and guidance on how to set up cost elements • Training and Guidance on how to populate Workforce Template	Customer will: Build out remaining cost elements Populate position template Upload position template into OpenGov Validate Workforce calculations
Capital Improvement Plan Budget Configuration	OpenGov will configure: • 1 Proof of Concept • 1 Final Budget instance • Proposals and worksheets for each project based included in the base budget file and on the agreed upon structure	Customer will: • Validate Proof of Concept prior to OpenGov building out proposals and worksheets

Budget and Planning Suite Reporting	• OpenGov will set up 1 export and dataset view to enable budget reports
	• OpenGov will set up 3 standard reports using the customer's integrated data.
	  ○ Annual
	  ○ Budget to Actuals
	  ○ Transactions
	• OpenGov will configure up to 4 reports using OpenGov budget data:
		Customer System Administrator will validate that OpenGov system reports have been configured.
		
		Once trained, Customer will map OpenGov budget export to Customer ERP import format.

	◦ Operating Budget
	        ■ Milestones
	        ■ Development
	        ■ Budget Details
	        ■ Categories*
	*Budget Categories report is only available to customers using a zero-based budget.
	
	The OpenGov Project Manager will verify that all OpenGov Reports have been configured and shared with Customer	

Budgeting and Planning Solution Working Sessions	Per the agreed upon Project Plan, OpenGov will schedule weekly working session with Customer's system Administrators to:
	   • Review Configurations
	   • Provide insight and training on system functionality
	   • Gain feedback and answer questions regarding configured system functionality
		Per the agreed upon Project Plan Customer's System Administrators will attend weekly working sessions to:
		   • Review Configurations
		   • Gain insight and training on system functionality
		   • Give feedback and ask questions regarding configured system functionality

8.4. Online Budget Book

Description	OpenGov Responsibilities	Customer Responsibilities

Standard Online Budget Book	Based on Best practices OpenGov will build out:
	   • Look and feel of Online Budget Book
	   • Templates for:
	      ◦ Home Page
	      ◦ Generic (multi-use)
	      ◦ Operating
	      ◦ Department
	
	Once templates are finalized, OpenGov will:
	   • Create one Story shell for each department and fund from templates. (Department
		Customer will:
		   • Provide logo and branding colors to OpenGov
		
		Once trained, Customer will:
		   • Build out remaining Stories required for Online Budget Book to include:
		      ◦ Narrative
		      ◦ OpenGov Report Views
		      ◦ Images
		      ◦ Data not in OpenGov
		   • Set up additional Online Budget Book stories.
		   • Create views in Online Budget

or fund can be substituted for another template listed above) • Create up to 2 reports for use in the Online Budget Book • Create OpenGov report views and add report tiles to created templates.	Book Report(s) • Add report views to online budget book stories • Add narrative content to Online Budget Book Stories • Add any additional content to Online Budget Book Stories • Make Stories public and Publish Online Budget Book

9. Acceptance

9.1. Acceptance Process

All Deliverables require acceptance from the Customer Project Manager(s) following the completion of Deliverables and upon Project Closure. Customer is responsible for conducting any additional review or testing of such Deliverable pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverable. Upon completion of these phases, the OpenGov Project Manager shall notify the Customer Project Manager(s) and provide the necessary documents for review and sign off.

The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- OpenGov shall submit the completed Deliverables to Customer to review or test against the applicable acceptance criteria. Customer shall notify OpenGov promptly of its acceptance or rejection in accordance with the agreed upon acceptance criteria.
- Customer must accept all Deliverables that meet the applicable acceptance criteria. OpenGov Project Manager will provide the Customer Project Manager with the OpenGov Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.
- Upon completion of the phase or project, OpenGov allows Customer 10 business days to communicate that the particular Deliverable(s) does not meet Customer's requirements. Failure to communicate that the particular Deliverable(s) does not meet Customer's requirements will be deemed as acceptance and any further work provided to remedy Customer's complaint might incur additional cost.
- Customer shall provide to OpenGov a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. OpenGov shall make best effort to revise the non-conforming Deliverable(s) to meet the acceptance criteria and re-submit it to Customer for further review and testing.

- If the acceptance form is not received in accordance with Section 7 General Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.

9.2. Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Customer Project Manager will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive a response in accordance with Section 7 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.

10. Change Management

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
  - Timeline for completion
  - Sign off process
  - Cost of change and Invoice timing
  - Signed by OpenGov and Customer Executives approving funds.

Change documentation will be mutually agreed upon as defined in Section 7 General Assumptions of this SOW. Should that not occur, the change will be added to the next Executive Sponsor agenda for closure.

Example of changes that might arise during a deployment:
- Amending the SOW to correct an error.
- Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- Change in type of OpenGov resources to support the SOW.